

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

CIVIL ACTION NO.: 04-10233-RCL

JONATHAN BEIJAR,

Plaintiff,

v.

STANLEY FASTENING SYSTEMS,
L.P.

Defendant.

STIPULATION AND PROTOCOL FOR THE HANDLING OF EVIDENCE

RECITALS

1. WHEREAS, Plaintiff Jonathan Bejar ("Bejar") has brought suit against Defendant Stanley Fastening Systems, L.P. ("Stanley") for injuries he received on or about February 1, 2001;
2. WHEREAS, Bejar's allegations are outlined in the complaint that began a case now pending in the United States District Court for the District of Massachusetts, *Bejar v. Stanley Fastening Systems, L.P.*, USDC CA. No. 04-10233;
3. WHEREAS, Stanley has purchased, and currently owns, the tool that Bejar claims he was using at the time of his accident;
4. WHEREAS, the tool has been kept in the possession of Stanley's counsel and preserved;
5. WHEREAS, Bejar has requested that the tool be transmitted to Dr. Igor Paul at 844 Lakeshore Drive, Elkins, New Hampshire for observation and non-destructive testing; and

6. WHEREAS, Stanley has agreed to transmit the tool as requested upon assurances that the tool will be returned to Stanley's counsel in the same condition as it is now, except only for reasonable wear and tear from the non-destructive testing permitted as outlined below;

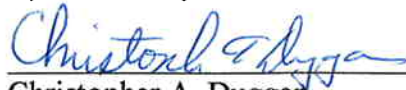
THEREFORE, the parties stipulate and agree as follows:

STIPULATION

1. Stanley shall cause the tool to be hand-delivered to Igor Paul, Ph.D., at 844 Lakeshore Drive on or before April 4, 2005;
2. Beijar shall direct Dr. Paul to return the tool, by in-hand delivery, to counsel for Stanley on or before April 11, 2005 in the same condition as it is as of the date he receives it, excepting only reasonable wear and tear from non-destructive testing as set forth in paragraph 3;
3. The tool may be evaluated, examined, photographed and subjected to non-destructive testing but it may not be destructively tested or disassembled;
4. Dr. Paul shall share with both parties any photographs, videotapes or other depictions of the tool or any testing to the tool with both parties; and
5. Dr. Paul shall also share with both parties the results of any testing he does on the tool.

Stipulated and agreed on this the 31st day of March, 2005

Respectfully submitted,
Stanley Fastening Systems, L.P.,
By its attorney,



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Jonathan Beijar
By his attorney,



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Dated: March 31, 2005